BRUHAT BANGALORE MAHANAGARA PALIKE

TENDERS FOR THE:- **Providing of Operation, Maintenance and right of collection of entrance fee at BBMP swimming pool located at Mahalakshmiupram in ward No.68 on lease basis for a period of five years (Revenue contract for 60 months)**

Office of the Executive Engineer,
Mahalakshmipuram Division,
Bruhat Bangalore Mahanagara Palike
Bangalore -560086.

TENDER REFERENCE :	:	EE/MLP/TEND/E-PROC/ 03/2023-24 Date: 05/10/2023
Pre-bid meeting at the office of Executive Engineer's office Mahalakshmipuram Division, BBMP, Bangalore.	:	11/10/2023 at 3.30PM
Last Date & Time for Tender Queries and downloading the application	:	11/10/2023 at 3.00 PM
TIME AND DATE OF OPENING OF TECHNICAL Bids	:	25/10/2023 at 4.30PM
PLACE OF OPENING OF TECHINCAL TENDERS	:	Office of the Executive Engineer, Executive Engineer's office Mahalakshmipuram Division, BBMP, Bangalore -560086
TIME AND DATE OF OPENING OF PRICE TENDERS	:	Will be intimated to the Qualified Tenderers
PLACE OF OPENING OF PRICE TENDER	:	Office of the Executive Engineer, Executive Engineer's office Mahalakshmipuram Division, BBMP, Bangalore -560086
ADDRESS FOR COMMUNICATION	:	Office of the Executive Engineer, Executive Engineer's office Mahalakshmipuram Division, BBMP, Bangalore -560086

Contractor (MLP)

Executive Engineer

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BRUHAT BANGALORE MAHANAGARA PALIKE

NO.EE/MLP/TEND/E-PROC/03 /2023-24 Office of the Executive Engineer,

Mahalakshmipuram Division,

12th main, 11th cross WCR

Mahalakshmipura
Banglore-560096
Dated: 05-10-2023

EXPRESSION OF INTEREST (EOI) NOTIFICATION

SHORT TERM TENDER (Two Cover System)

(Through GOK K–Procurement Portal (https://kppp.karnataka.gov.in only)

Tenders are invited by the Executive Engineer, (Mahalakshmipuram) Division for the Services' mentioned below under the Karnataka Transparency in Public Procurement Act 2000 through electronic two cover tendering system (K-Procurement) in prescribed format from registered agency is with I.T, E.S.I, P.F, Labour Department and other statutory authority of Government of Karnataka Organizations.

The Tender Document can be downloaded from the GOK K-Procurement (https://kppp.karnataka.gov.in) Website on payment of prescribed fee noted against item of work (non-refundable) in the form of e-Payment through K-Procurement Platform. The Tenderer should accompany a copy of the Registration Certificate valid up-to the Block Period and shall be submitted through K-Procurement Portal.

Sl. No	Name of The Work	EMD in Rs.	Period for completion of Work	Cost of tender form in Rs
1.	Providing of Operation, Maintenance and right of collection of entrance fee at BBMP swimming pool located at Mahalakshmiupram in ward No.68 on lease basis for a period of five years (Revenue contract for 60 months)	1,00,000/-	5 Years / 60 Months	As per e-Procurement

Calendar of Events:-

1	Last date & time for Queries (only through online)	:	**11/10/2023** at 3.00 PM
2	Pre-bid meeting at the office of Executive Engineer Mahalakshipuram division	:	11/10/2023 at 3.30PM
4	Last Date for Submission of Tender	:	21/10/2023 up to 4.00 PM

	document.		
5	Opening of Technical Bid.	:	25/10/2023 at 4.30 PM
6	Opening of Financial Bid.	:	Based on the approval of technical bid, financial bid will be opened

I. ELIGIBILITY CRITERIA:-

All terms and Conditions as per standard tender documents.

II. TERMS AND CONDITIONS:-

1. Tenderer should submit their EMD and tender processing fee in the form of e-payment through e-Procurement Portal (Credit Card, Direct Debit, National Electronic Fund Transfer (NEFT), and Over the Counter (OTC).
2. Bidders/Contractors can access tender documents on the website, fill them and submit the completed tender document into electronic tender on the website https://kppp.karnataka.gov.in
3. Should not incurred any loss in more than a year during the last 3 years ending 31st March 2022.
4. Tenderer should pay minimum wages to Staff including all taxes as applicable time to time.
5. In addition to EMD 10% of the quoted / bid amount shall be paid as additional security deposit through bank guarantee.
6. The successful tenderer should pay **20% of entire bid amount in one lump within 60 days from the date of intimation of acceptance of the tender and remaining amount will be 20% at the start of 2nd year, 20% at the start of 3rd year, 20% at the start of 4th year and 20% at the start of 5th year.**
7. Tenderer has to meet the cost of chemicals used, water charges and electricity charges during the tender period.
8. The Tenderer should appoint trained persons who are certified by the state or National body concerned. Also Bidders should enclose experience certificate of the life guards and coaches
9. The Tenderer should agree that all the necessary repairs, annual maintenance of the swimming pool and the annexure to be carried out at the Own cost of the Tenderer.
10. The bid Documents consists of Pre-qualification containing conditions of Contract, technical Specifications and Bill of quantities.
11. Based on an assessment of the information furnished in the cover –1 viz, Technical Pre- Qualification Documents those who prima-facie satisfy the eligibility criteria will be qualified and cover –2 Containing the financial bids shall be Considered for opening and evaluation.
12. The Tender is a Two Cover Tenders System Consisting of

a) Technical Bid: The Technical bid should contain EMD, details of technical, financial and managerial capabilities to Execute of the work as per the requirements.
b) Financial Bid: The financial bid should contain only the price bid. For such of those contractors, whose technical bids do not satisfy the eligibility, their financial bids will not be opened and the tenders will summarily be rejected.

15. Non submission of the tender attracts action as per conditions stipulated in the rules of registration of Contractors.
16. Tender documents may be downloaded from Government of Karnataka e-Procurement website https://eproc.karnataka.gov.in under login for Contractors. Aspiring Bidders/Contractors who have not registered in e-procurement should register before participating through the website https://kppp.karnataka.gov.in.
17. For details, registration and e-payment visit GOK e-Procurement website https:// kppp.karnataka.gov.in or contact e-Procurement Helpdesk at 080–22485867/22485927.
18. The Successful tenderer will have to execute an agreement with BBMP with in seven days of receipt of intimation, failing which his tender will be rejected.
19. The Tender will remain valid for **90 Days** from the Date of Opening of Tender.
20. The work should be commenced with all earnestness within seven days from the date of work order failing which it would be presumed that he is not interested in the work and action will be taken to get the work executed through alternate agency at the risk and cost of the former tenderer.
21. The Bruhat Bangalore Mahanagara Palike reserves the right to accept/reject any or the entire tender's without assigning any reasons.
22. The Swimming pool fee collection will be permitted to successful tender after execution of an agreement on stamp paper and on full payment of tendered amount. **In case if 20%** of the bid amount / tender amount is not paid within the stipulated time the BBMP is at liberty to forfeit the earnest money deposit and take further action to call for Re-tender by holding him responsible with risk and Cost for any losses incurred to the BBMP such Bidders shall loose his right to participate in retender again.
23. The assigned work total duration is Five years only.
24. For any type of breach of agreement or any other relevant causes BBMP is entitled to cancel the tender.
25. Any other details regarding the works & other information's can be obtained from the above office during office hours.

26. Corrigendum/ modification/corrections, if any, will be published in the website only. For any clarification on e- Procurement on HP HELPDESK 080-22485927/ 22485867.

Sd/-
Executive Engineer
Mahalakshmipuram Division,
Bruhat Bangalore Mahanagara Palike.

Copy Submitted to:-

1. The Commissioner for kind information.
2. The Zonal Commissioner (west) for kind information.
3. The Joint Commissioner (West Zone) for kind information.
4. The Chief Engineer (West Zone) for kind information.
5. Public Relation Officer BBMP for information and to publish in two leading Newspapers in Kannada and English.

Executive Engineer,
Mahalakshmipuram Division
Bruhat Bangalore Mahanagara Palike.

DRAFT EXPRESSION OF INTEREST

BBMP invites offers from reputed agencies for Operation & Maintenance and right of collection of entrance fee at BBMP swimming Pool located at Mahalakshmipuram in ward No.68 on lease basis for a period of five years (Revenue Contract for 2023-24 to 2027-28 i.e. 60 months)

ANNEXURE

SCOPE OF WORK

BBMP invites offer from reputed agencies for Providing of Operation, Maintenance and right of collection of entrance fee at BBMP swimming pool located at Mahalakshmiupram in ward No.68 on lease basis for a period of five years

The main purpose of Operation, supervision and maintenance of Swimming Pool at Mahalakshmipuram, in Ward no-68 (REVENUE CONTRACT FOR THE 05 YEARS) **are as follows.**

1) To serve the public,
2) To maintain Running, supervision and maintenance Of Swimming pool located at Mahalakshmipuram, in Ward no-68
In good condition.
3) To generate revenue to the BBMP.

4) To protect the B.B.M.P. asset.
5) To provide security to Running, supervision and maintenance Of Swimming pool located at Mahalakshmipuram, in Ward no-68

MAINTENANCE FEE TO BE COLLECTED AT THE FOLLOWING RATES:-

For Swimming Pool

1. One Hour Period for Adults — Rs 40.00 per head (Rupees FORTY only)
2. Children below 10 years per 40min — Rs 25.00 per head (Rupees Twenty Five only)

BATCH TIMINGS

MORNING SESSION			
1	FIRST BATCH	:	06:00AM TO 06:45AM
2	SECOND BATCH	:	07:00AM TO 07:45AM
3	THIRD BATCH	:	08:00AM TO 08:45AM
4	FOURTH BATCH	:	09:00AM TO 09:45AM
5	LEASURE HOURS	:	10:00AM TO 12:30PM
AFTERNOON SESSION			
1	FIFTH BATCH	:	12:30PM TO 01:15PM
2	SIXTH BATCH	:	01:30PM TO 02:15PM
3	SEVENTH BATCH	:	02:30PM TO 03:15PM
4	EIGTH BATCH (LADIES BATCH)	:	03:30PM TO 04:15PM

NOTE: Each session duration will be held for 40 to 45minutes.

The above timings are liable to be changed by the BBMP according to the circumstances.

Seasonal passes shall be issued only to persons whose membership and the rates are approved by the Commissioner or by any Officer authorised for the same.

Eligibility Criteria:-

1. The bidder shall be running a registered service Agency from past Five years.

2. Should have been registered with I.T., E.S.I, P.F, Labour department and other Statutory Authority of the Government of Karnataka.

3. Should have minimum experience of Five years in maintaining and supervising any State/ Corporation public swimming pool (Any government pools)

4. Should enclose minimum of 5 years Work experience certificates issued by State Govt./Corporation under taking.

5. Should enclose previous three years audited turnover certificate with IT returns to year ending of March.

6. Should not incurred any loss to the Employer in the last three years.

7. Preference will be given the agencies who have worked in BBMP and other statutory authority of Govt. Of Karnataka.

8. Tenderers who are in any kind Arrears of revenue and contract amount to the BBMP are not eligible to offer their tenders.

9. Bidders should enclose valid certificates of Life guards and Coaches issued by concerned Authority.

10. Bidder should enclose financial turnover for having minimum of Rs30.00lakhs for 3 years having turnover.

Terms and conditions:-

1. The agency shall solely responsible for the payment of minimum wages, allowances, bonus, gratuity and other benefits as per the minimum wages Act to its employees and responsible for the welfare of its employees as per the various labour regulations in force from time to time.

2. The agency shall solely responsible for any commission or omission of its employees.

3. The agency shall maintain the required number of personnel to the Swimming Pool and shall arrange replacement as necessary at its own expenses, in case of sickness, absentees and leave of its employees or the absence of the personnel for any reason what so ever.

4. The agency shall arrange periodical surprise checks during day to supervise the performance of the swimming pool

5. The agency shall maintain all records, register and such other required compliance contemplated under the provisions of all the relevant statues which interlaid include the contract labour (Regulation and Abolition), Act, Provident Fund act and rules any payment and wages act and other relevant statues in force from time to time .

6. The duration of duty is eight hours per day per person. To keep the efficiency and alertness the overtime will be kept to the nearest minimum.

7. The bidder should be in position to appoint persons with knowledge of speaking Kannada and English with minimum required qualification.

8. The successful bidder shall comply with all the provisions of the labour act and any other applicable acts and rules and he shall solely be liable to any proceedings / action / payment of penalties for any violation and non – compliance. It would be the responsibility of the agency to give weekly holidays and other facilities to each of the person as per the provisions of the applicable acts & rules.

9. The successful bidder shall be solely responsible for the safeguarding of the entire properties / equipment's of the BBMP assigned to them and any theft / loss / damages arising out of any lapse / negligence shall be made good by the agency within a period of 15 days from the date of the incident failing which the BBMP shall forfeit the EMD, invoke the bank guarantee submitted by the agency and the contract is liable to be terminated.

10. If there is any lapse in providing the assigned service, same will be carried out by BBMP or through any other agencies and expenditure incurred towards will be recovered from the Bidder.

11. The EMD amount of the successful tenderer will be retained by BBMP till the completion of contract period.

12. In addition to above further the successful tenderer should submit the security deposit of 10% of contract value Through Bank Guarantee (Nationalised Banks Only) will be paid and same will be released after successful completion of the service / work.

13. Both EMD and SD will be released after successful completion of assigned contract period of work.

14. BBMP is not responsible for non-payment to any of his men / sub agency's due, from the agency.

15. Disputes on the points between the Engineer – in charge and contractor shall be referred to the commissioner, BBMP whose decision given in writing shall be final and legally binding on the contract.

16. If BBMP notices any lapses in performance of the task, and any other General obligation as stipulated under Vol-I of the tender document for procurement of Services, the EMD, and FSD will be forfeited.

17. Tenderer has to meet the cost of chemicals used in the pool along with **water charges and electricity charges during the tender period of the swimming pool.**

18. The Commissioner, BBMP Bangalore reserves the right either to reject or to accept any tender without assigning any reason before or after finalisation of the tender.

19. The successful tenderer should pay **20% of entire bid amount in one lump within 60 days from the date of intimation of acceptance of the tender and remaining amount will be 20% at the start of 2nd year, 20% at the start of 3rd year, 20% at the start of 4th year and 20% at the start of 5th year**.

20. The swimming pool gate fee collection will be permitted to successful bidder after execution of an agreement on the stamp paper and on full payment of tendered amount. In case if the full tendered amount is not paid within the stipulated time, the BBMP is at liberty to forfeit the EMD and take further action to re-tender at his Risk & Cost and if any losses incurred to the BBMP such tenderer shall loose his right to offer his tender again.

21. The date of permission of the gate fee collection as notified in the tender is subject to variation. The tenderer in whose favour the tender is accepted has no right to claim compensation or refund or extension for unavoidable delay in accepting the tender if any.

22. The EMD credited by successful tender will be held as security Deposit for the due performance of his contract till end of the contract period. During the period of contract if any loss caused the amount of fines levied, will be recovered from the amount deposited by him.

23. The accepted tenderer is bound to abide by other terms & conditions that may be insisted by the Commissioner from time to time and he will have no right for claiming any remission for compensation in the contract amount under any circumstances.

24. The Departmental collection if made directly during the contract period and for violation of any terms and conditions will result in cancellation of contract.

25. The tenderer shall not sell: transfer or sublet the contract in controversial of these conditions will result in cancellation of contract.

26. The tenderer is bound to issue admission tickets got printed by him at his own cost as approved by the Commissioner, half an hour before the time fixed for each batch.

27. The tenderer shall not collect the entrance fee at the rates other than those specified in notification.

28. The BBMP or its Officials are not liable for any loss or damages occurred during the period of contract which the tenderer may incur in respect of this contract for any reason what so ever. He is responsible for the damages caused to the BBMP property at the above place.

29. The tenderer will be liable to keep the pool vacant for the use of the BBMP to conduct swimming competitions etc., as per the directions of BBMP Commissioner.

30. The tenderer shall be liable to keep the pool vacant for the use of the any government bodies to conduct swimming competitions etc. As per the direction of BBMP commissioner.

31. The tenderer shall maintain the complaint book within the premises of the swimming pool.

32. The tenderer shall exhibit the instructions, Approved rates of entrance fee, and timing of each batch Etc., On the boards at the entrance of the swimming pool.

33. The swimming pool will be closed for **30 day**s during the contract period at any time for cleaning or repairs for which no rebate will be allowed to the successful tender.

34. The tenderer shall open a register and keep an account of the persons enter the swimming pool every day for each batch which shall be kept open for the inspection of the authorized officials of the BBMP at any time.

35. The swimming pool shall be kept open on all the days except on weekly Holiday declared by the commissioner.

36. The swimming pool shall remain closed on General Holidays and National Holidays during the contract period as below .

1. Republic day
2. Independence Day
3. May Day
4. Dasara Holiday
5. Deepavali

37. In any batch Maximum number of swimmers should not exceed 100 persons.

38. Learners shall not be allowed to swim unless they wear yellow caps and safety jackets.

39. The Tenderer is fully responsible and accountable for any injuries or fatal of the swimmer at pool premises that may occur during Contract period and all the intending swimmers should enter the pool only after having bath.

40. Persons holding venereal diseases are prohibited from entering the swimming pool.

41. Persons indulge in bad behaviour, drunkards and unstable shall leave pool on the direction issued by the swimming instructor on duty.

42. Such other clauses for getting admission to use the swimming pool will be liable to change whenever notified by the commissioner, BBMP or any other officer duly authorized by him on his behalf.

43. The BBMP reserves the rights of inspection of the swimming pool by the concerned of officers for the up keep of the swimming pool.

44. The BBMP shall not be responsible for any loss which may result due to power failure, machine failure, non-availability of chemicals or any other circumstances.

45. In addition to the other conditions, general conditions are subscribed on the notice board kept at the entrance of the swimming pool for regular guidance of the swimmers. Those regulations are to be followed strictly, failing which the instructor on duty at the pool shall direct any swimmer to keep away from the pool premises.

46. Contravention of any of the above terms and conditions of this notification and the agreement shall entitled for cancellation of the contract by commissioner, making the tenderer liable for all the losses, damages, the amount incurred in besides imposing penalty violation of each of the above terms and conditions at the discretion of the competent authority of the BBMP.

47. The concerned assistant/junior engineer/assistant executive engineer should supervise the admission of the swimmer in each batch referred at clause time to time, if any violation of conditions expressed at clause is found by the inspecting officer or officers of the BBMP, they shall take necessary action against the tenderer deemed to be fit as per rules.

48. The required minimum staff for training and maintenance to be deployed by the tenderer at his own cost.

49. Security arrangements have to be provided by the tenderer round the clock at his own cost.

50. The lessee has to appoint experienced personnel and to bear the entire cost of his establishment as per prevailing rules and regulations, any other repairs including special repairs, in general to the leased swimming pool.

11. The Lessee should appoint only trained life guards and coaches with certificates at his own cost with proper care. Bidders should enclose experience certificate of the life guards and coaches.

51. The expenses towards the maintenance of water Purification/ recycling system should be maintained by a trained person. And the required chemicals, Chlorine, Electricity consumption charges and water consumption charges towards the purification and other equipment's, replacement of machinery parts, repairs to pump etc., required for maintaining the pool in a satisfactory condition has to be borne exclusively by the Lessee only.

52. The Lessee should not use any 'Banned Chemicals; by the Government of Karnataka or Government of India and if the Lessee used banned chemicals, then the Lessee will be held responsible for any losses to Men & Machineries.

53. The Lessee agreed to hand over possession of the swimming pool to the Lessor in the same condition in which it has been leased to him with responsible wear & tear, and agreed to deliver back the equipment and machineries which is now being delivered to the Lessee by the Lessor as per the inventory made along with improvement works done, immediately after the expiry of the Lease period without any damage.

54. The Lessee also agreed to withdraw the personal, appointed by him immediately after the Lease period is over and the Lessor is not bound to appoint them or continue them in service after the Lease period is over under any circumstances.

55. The Lessee agrees to abide the terms and conditions prescribed by the Lessor.

56. In the event of the Lessee committing breach of any conditions of contract, the Lessor reserves the right to cancel the Lease forthwith and to enter upon the leased property without payment of any compensation and without assigning any reasons what so ever to the Lessee.

57. In case of any untoward incidents occurs during contract period, the successful contractor/ bidder is solely liable to pay the compensation amount.

58. The tenderer should appoint trained persons who are certified by the state or National body considered with swimming as life guards and coaches.

59. The tenderer is fully responsible for any injuries of fatal of the swimmers that may occur during swimming within this tendered period and liable to pay compensation towards such incidents.

60. The tenderer has got all the rights to forbid the person if they are creating nuisance and troubling the others in the swimming pool.

Signature of the Contractor

Executive Engineer,
Mahalakshmipuram Division,
Bruhat Bangalore Mahanagara Palike

FINANCIAL BID DOCUMENT

Name of the Bidder:

Address for Correspondence

Telephone/Mobile :

Tender number:

Our financial proposal is as given below.

Sl.No	Description	Total Amount payable	Amount in Words

		for Five years (in Rs.) **(all inclusive)**	
1	Providing of Operation, Maintenance and right of collection of entrance fee at BBMP swimming pool located at Mahalakshmiupram in ward No.68 on lease basis for a period of five years (Revenue contract for 60 months)		

Note: The bid will be decided on the basis of highest quoted price per year

Signature of the Tenderer with Seal

Format for providing previous general experience

Sl.No	Name of the Project	Client Details	Value of the Project	Status of the project/Timely/Completion/ Cost over runs/Meeting the design objectives

Details of Experience in Similar projects

To be furnished for relevant and similar projects executed by the bidder(please do not mentioned ongoing or incomplete projects here)

Sl.No	Name of the project	Client Details	Value of the Project	Type of Contract	TURN KEY/BOOT/BOO/DBOT.ETC	Status of the project/timely completion/cost over run/meeting the design objectives